MEMORANDUM

PLACER COUNTY AGRICULTURE DEPARTMENT

TO: Honorable Board of Supervisors

FROM: Joshua P. Huntsinger, Agricultural Commissioner/Sealer

DATE: March 24, 2015

SUBJECT: Renewal of the Lake Tahoe Basin Weed Coordinating Group Memorandum of Understanding

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ACTION REQUESTED

Adopt a resolution authorizing the Agricultural Commissioner to enter into a Memorandum of Understanding with the Lake Tahoe Basin Weed Coordinating Group (LTBWCG). The LTBWCG cooperates and coordinates activities necessary to prevent the introduction, establishment, and spread of harmful invasive weeds in the Tahoe Basin.

BACKGROUND

Since 2002, the Placer County Agriculture Department has worked cooperatively with various local, state and federal agencies, as well as private organizations to detect and eradicate invasive weeds within the Tahoe Basin through the auspices of the LTBWCG.

The LTBWCG emphasizes an early detection and rapid response strategy and relies on interagency cooperation and participation to ensure basin-wide uniformity and success in efforts to detect and eradicate invasive weeds.

The geographic scope of the LTBWCG includes the entire Lake Tahoe watershed and the administrative boundaries of the U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit. The Placer County Agriculture Department maintains a leadership role within the LTBWCG, but limits on-the-ground field work to the Placer County portion of the basin.

ENVIRONMENTAL

This activity is categorically exempt under the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no fiscal impact at this time.

Attachments: Memorandum of Understanding

Before the Board of Supervisors
County of Placer, State of California

In the matter of:
A RESOLUTION AUTHORIZING THE AGRICULTURAL COMMISSIONER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LAKE TAHOE BASIN WEED COORDINATING GROUP. THIS GROUP WILL COOPERATE AND COORDINATE ACTIVITIES NECESSARY TO PREVENT THE INTRODUCTION, ESTABLISHMENT, AND SPREAD OF HARMFUL NON-NATIVE WEEDS IN THE LAKE TAHOE BASIN.

Resol. No: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on March 24, 2015 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

_____
Chairman, Board of Supervisors

Attest:
Clerk of said Board

_____

BE IT HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, that this Board authorizes and directs the Agricultural Commissioner/Sealer to sign Memorandum of Understanding with Nevada Placer Weed Management Area, for prevention and control of noxious weeds in Placer County.

LAKE TAHOE BASIN
WEED COORDINATING GROUP

MEMORANDUM OF UNDERSTANDING
Lake Tahoe Basin Weed Coordinating Group

This Memorandum of Understanding (MOU) is made and entered into by the signatories.

I. AUTHORITY

This Memorandum of Understanding is made and entered into by:

- El Dorado County Department of Agriculture
- Placer County Department of Agriculture
- Washoe County Public Works Department;
- Douglas County Parks and Recreation Weed District
- U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit
- U.S. Department of Agriculture, Natural Resources Conservation Service
- Tahoe Regional Planning Agency
- Lahontan Regional Water Quality Control Board
- California Tahoe Conservancy
- Nevada State Parks
- Nevada Tahoe Conservation District
- California Department of Food and Agriculture
- Nevada Department of Agriculture
- California Department of Parks and Recreation
- Nevada Division of Forestry
- California Department of Forestry and Fire Protection
- Nevada Department of Transportation
- California Department of Transportation
- City of South Lake Tahoe
- University of California Cooperative Extension
- University of Nevada Cooperative Extension
- Sierra Pacific Power Co.
- Washoe Tribe of Nevada and California,

hereinafter referred to as Principal Parties, Parties or Party, or Partner(s); and other Parties according to the terms of this Memorandum of Understanding, Section IV.

II. PURPOSE

The purpose of this Memorandum of Understanding is to establish the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) and define the terms and conditions under which the LTBWCG will cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of harmful non-native weeds in the Lake Tahoe basin. These activities shall focus upon the exclusion, detection, eradication, and suppression of priority exotic weeds using an integrated approach. The signatory

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agencies and organizations will cooperate in developing coordinated work plans and seeking funds to support the activities of the LTBWCG. In addition, public education on weed identification, prevention, and control will be a primary component of the LTBWCG.

III. GEOGRAPHIC SCOPE

The geographic scope of the LTBWCG includes the entire Lake Tahoe watershed and the administrative boundaries of the U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit.

IV. GOALS

LTBWCG members recognize that invasive weed infestations occurring within the Lake Tahoe basin reduce the biological, recreational and economical value of the land and have a negative impact upon the environment by suppressing native plant species. A coordinated approach to identifying infestations, developing responses and educating the public will result in a more effective effort to reduce or eliminate invasive weed infestations. Responses to invasive weed infestations may include mechanical, biological, chemical and/or cultural control methods that could minimize further invasive weed infestations in the Lake Tahoe basin. Accomplishing the above goals will require the following:

1. EDUCATION: Increase public and staff awareness of invasive weeds.
2. EXCLUSION: Exclude invasive weeds from the Lake Tahoe basin.
3. PREVENTION: Prevent the establishment of new invasive weed infestations and spread of existing invasive weed infestations.
4. CONTROL: Promote the effective management or eradication of designated weeds.
5. INFORMATION EXCHANGE: Share technical information regarding control methods, locations, new infestations, project success amongst parties and with other regional and local weed management areas.
6. COOPERATION: Facilitate development of cooperative agreements for local weed management areas which include opportunities for shared funding sources, resources, materials, personnel including volunteers, expertise, equipment, etc.

V. UNDERSTANDING

Now, therefore, in consideration of the above premises, and within each entities budget and staffing limitations, it is mutually agreed upon and understood by and among the parties to the MOU that:

1. Partners will meet as needed for the purpose of developing, documenting, implementing, and updating a coordinated plan to detect, map, and control

harmful non-native weed infestations in the Lake Tahoe basin using the methods of integrated weed management.

2. Partners will participate in the implementation of the coordinated plan by developing and implementing an annual work plan.
3. Insofar as it is compatible with each Party's primary mission and statutory responsibilities, all parties shall use their best efforts to secure the funding needed to carry out the coordinated plan and annual work plan. Each project that requires specific funding to be implemented shall be the subject of a separate project-specific agreement between the Parties responsible for its funding and implementation.
4. Partners will provide data and information on the distribution of weeds and methods of control for sharing with all Partners through a centralized database.
5. This MOU may be extended or amended as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all Parties. This MOU will be reviewed every five (5) years and extended if necessary.
6. Any Party may terminate its participation in this MOU by providing 60-day written notice to all other Parties.
7. This MOU in no way restricts the involved Parties from participating in similar understandings and/or activities with other public or private agencies, organizations, and individuals.
8. This MOU shall be effective upon execution of a Signature Page by a minimum of two (2) Parties and shall remain in effect until May 31, 2020, or until terminated by the Principal Parties.
9. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public may become part of the Lake Tahoe Basin Weed Coordinating Group by execution of a Signature Page, subject to ratification by a majority of the existing participants.
10. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the U.S. Department of Agriculture or other signatories to this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the U.S. Department of Agriculture and other signatories to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statues and regulations.
11. To the extent allowed under Federal Tort Claims Law, each Party shall defend, indemnify, and hold harmless each of the other Parties, their officers, employees and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent of such liability, loss,

expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying Parties.

12. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.

13. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the U.S. Department of Agriculture under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

14. RESPONSIBILITIES OF PARTIES. The U.S. Department of Agriculture and other signatories to this MOU and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

15. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any other parties or person.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the attached Signature Page as of the date when the second Party has signed the Signature Page.

Memorandum of Understanding
Lake Tahoe Basin Weed Coordinating Group

SIGNATURE PAGE

_____
Name of party

hereby agrees to be part of the Lake Tahoe Basin Weed Coordinating Group and agrees to comply with, and be bound by, the terms of the Memorandum of Understanding – Lake Tahoe Basin Weed Coordinating Group attached hereto and incorporated herein by reference.

The Party hereto has executed this MOU as of the date written below.

_____ _____
Signature Date

_____
Printed Name

_____
Title

_____
Address

_____
City/State/Zip

_____
Phone

Please sign and date this page, make a copy for your files, and return to:

Ed King
Lake Tahoe Basin Weed Coordinating Group
Placer County Department of Agriculture
11477 E Ave
Auburn, CA 95603
eking@placer.ca.gov

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